

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

UNITED STATES OF AMERICA,)	
)	
Petitioner,)	
v.)	CIVIL NO. SA-19-CA-242-OG
)	
\$840,000.00, MORE OR LESS, IN UNITED,)	
STATES CURRENCY)	
)	
Respondent.)	

**STIPULATION BETWEEN THE UNITED STATES OF AMERICA
AND WHITE ENERGY HOLDING COMPANY, LLC.**

The United States of America (the “Government”) and Claimant White Energy Holding Company, LLC. (“White Energy”) stipulate and agree as follows:

1. On March 12, 2019, the Government filed a Verified Complaint for Forfeiture (Doc. 2) against \$840,000.00, More or Less, In United States Currency seized on December 12, 2018 from Capital One Bank (account # XXXXXX7988), (hereinafter referred to as the Respondent Currency) alleging that the Respondent Currency is subject to forfeiture pursuant to Title 18 U.S.C. § 981(a)(1)(C) for violations of Title 18 U.S.C. § 1343.

2. The United States properly instituted forfeiture proceedings against the Respondent Currency pursuant to Fed. R. Crim. P. 32.2 and pursuant to Title 18 U.S.C. § 981(a)(1)(C) for violations of Title 18 U.S.C. § 1343.

3. On June 12, 2019, White Energy through its attorneys of record, Hunton Andrews Kurth LLP, filed a Verified Claim of Ownership (Doc. 7) asserting legal ownership of the Respondent Currency.

4. On July 1, 2019, White Energy through its attorneys of record, Hunton Andrews Kurth LLP, filed its Answer to Verified Complaint for Forfeiture (Doc. 9).

5. Based on the distinct facts and circumstances of this case, the Government acknowledges that White Energy has a valid interest in the Respondent Currency.

6. The Government, through the United States Secret Service and/or its designated agent, agrees to pay to White Energy the amount of \$840,000.00 as a result of the fraud committed against White Energy.

7. Any payments to White Energy pursuant to Paragraph 6, above, shall be in full settlement and satisfaction of all claims and petitions by White Energy for the Respondent Currency.

8. White Energy, on behalf of themselves, their heirs, executors, administrators, and assigns, does hereby release, forever discharge, and agree to indemnify and hold harmless the United States of America and all offices, departments, agents, servants, and employees of the United States, in their individual and official capacities, from any and all claims by Claimant White Energy that currently exist or that may arise as a result of the Government's actions against and relating to the Respondent Currency, including without limitation, any claim that the United States did not have probable cause to seize and/or forfeit the Respondent Currency, that Claimant White Energy is a prevailing party, and/or that Claimant White Energy is entitled to attorney's fees and/or any award of interest.

9. White Energy understands and agrees that this Stipulation and Settlement Agreement constitutes a full and final settlement of their claim in the above-captioned case (Doc. 7) and that Claimant White Energy waives any right to litigate further its interest in the Respondent Currency and to claim remission or mitigation of the forfeiture.

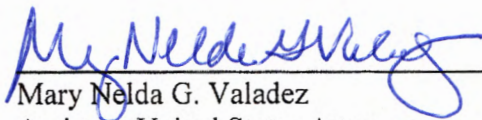
10. All parties agree to bear their own litigation expenses, costs, and attorney's fees.

11. The terms of this Stipulation and Settlement Agreement shall be subject to approval by the Court.

12. This Stipulation and Settlement Agreement contains the entire agreement between the parties concerning the matters set forth herein, and no addition or modification of this Agreement will be effective unless set forth in writing and signed by all the parties.

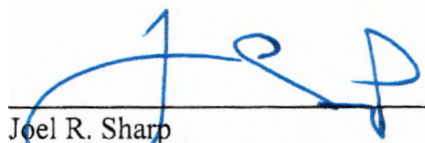
STIPULATED AND AGREED TO BY:

JOHN F. BASH
UNITED STATES ATTORNEY



Mary Nelda G. Valadez
Assistant United States Attorney

8/12/19
Date



Joel R. Sharp
Attorney for Claimant White Energy Holding
Company, LLC

Aug. 9, 2019
Date